



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, RPP, FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution being filed by the tenants seeking:

1. A monetary order for compensation for damage or loss;
2. Recovery of the security deposit;
3. Return of the tenant's personal property; and
4. Recovery of the filing fee.

Total sum sought by the tenants is \$2,250.00 inclusive of the filing fee.

Issues(s) to be Decided

Are the tenants entitled to the orders sought?

Background and Evidence

The tenant says the landlord cut the irrigation off during the tenancy and she was unable to provide water for her horses. The tenant seeks \$300.00 for this loss. The tenant says the landlord has not returned her security deposit so she seeks the return of double the deposit in the amount of \$850.00. Finally the tenant seeks the return of her vacuum cleaner or the sum of \$1,150.00 as replacement cost of the vacuum. The tenant testified that she paid her rent until the end of August and she had moved out but she left her carpet steam cleaner and vacuum behind in the rental unit because she

intended to return to clean. The tenant says she returned to clean on August 31, 2010 but she noticed that someone had already moved their furniture into the rental unit. The tenant says she was reluctant to go into the rental unit so she left the keys in the lock in the door and left. The tenant says she later learned her daughter had picked up the steam cleaner but the vacuum was left behind and now she is advised by the landlord that it is not in the rental unit. The tenant says she is still paying for the vacuum and she has the receipts to show the value of it. However no such receipts were submitted in evidence. The tenant says further that the landlord ought not to have allowed anyone to move in until September 1, 2010 which was the day her tenancy was to end.

The landlord testified that the tenancy ended on August 31, 2010 not September 1, 2010 and the new tenants moved in on September 1, 2010.

The landlord says the security deposit was already awarded to him in a decision rendered November 9, 2010 for lack of cleaning and for an unpaid utility bill.

The landlord says there was no vacuum in the home when the tenants vacated. The landlord says he told the tenants they did not have to worry about the carpets because he was having them removed and replaced. The landlord submitted a letter from the new tenants saying they moved their own horses onto the property on August 22, 2010 and noted that there were no tenants or horses on the property at the time. The new tenants state that they did see a steam cleaner on the deck of the house but it was gone when they moved in on September 1, 2010 and they never saw a vacuum.

With respect to the lack of irrigation claim the landlord says the tenants still owe him money for the horses because they were supposed to pay horse board in the sum of \$50.00 per horse for 5 adult horses and a foal.

Analysis

I find that the tenants have failed to supply sufficient evidence to show that there was a vacuum. In the alternative, if there was a vacuum left behind by the tenants in the rental unit the tenant's decision to leave the keys to the rental unit hanging in the door lock of the rental unit makes it reasonable and probable that if there was as vacuum it could have been taken by anyone. The landlord denies that he has the vacuum and he has supplied a letter from the new tenants who say they found no vacuum in the rental unit although these tenants were not present to be cross examined I find that the tenants have failed in their burden to prove that they left the vacuum behind or that the landlord has it. The tenant's claim for recovery of the vacuum or the cost of the vacuum is therefore dismissed.

In a previous decision rendered November 9, 2010 the landlord was awarded the security deposit. The tenants' claim for recovery of double that deposit is therefore dismissed.

I find that the tenants have failed to show that there was a loss of service or facility during the tenancy and their claim for lack of water for their horses is also dismissed.

As the tenants have been unsuccessful in their claim I will not award recovery of the filing fee.